

Keep Mansfield Beautiful ADOPT - A - STREET PROGRAM ADOPTION AGREEMENT TERMS & CONDITIONS

Keep Mansfield Beautiful, hereinafter called the "Commission," and hereinafter called the "Group," recognize the need and the desirability of litter-free streets and are entering this Agreement to permit the Group to contribute toward that effort.

By signature on the agreement, the Group, both jointly and severally, acknowledges the hazardous nature of the work and agree, both jointly and severally, to the following terms and conditions:

- Participants in the Group must sign a registration and liability form for each cleanup event to be turned into the Commission upon the completion of the event, which will remain on file, along with the application, with the City.
- Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the Commission for special conditions on a particularly adopted section.
- When participants are 15 years of age or younger, the Group shall furnish adequate supervision by one adult for each ten participants under the age of 15 years.
- Each Group shall include at least one adult trained by the Commission in the safety aspects
 of this program.
- Each Group shall conduct a safety briefing before each cleanup event. An adult member of the group must sign the Safety Pledge form that the pledge was read and acknoedleged by all participant.
- Groups shall adopt a section of roadway that is at least one mile long.
- Groups shall be required to adopt for a minimum period of two years.
- The Group shall pick up litter a minimum of three (3) times a year by the deadlines listed below. After a cleanup has been conducted, the group must submit the completed event form, registration and liability waivers, and safety pledge forms to the Commission.
- The Group shall not sub-contract or assign its duties or responsibilities to any other group, organization, or enterprise.
- The Group shall appoint or select someone to serve as a contact person.

- The Group shall obtain required supplies and materials from the City during regular business hours. Only the contact person may check out supplies from the City.
- The Group should schedule cleanups as far in advance as possible and notify the City of the cleanup dates to ensure an adequate supply of vests is available.
- Individuals shall wear Commission-supplied and approved safety vests during trash pick up.
 Gloves and trash bags and other cleanup event supplies will be supplied by the City.
- The Group shall place filled trash bags in the dumpster behind city hall for disposal by the City.
- Unused materials and vests shall be returned to city hall within two (2) working days following cleanup.
- Each Group shall be responsible for providing a first-aid kit and adequate drinking water while participating in litter pick up on the adopted section.
- The Group shall have the option of renewing the agreement subject to the approval of the Commission and continuation by the Commission of the Adopt-a-Street Program.
- The Group shall complete a Clean-Up Report and turn in to the City following each clean up.

The Commission agrees to accomplish the following:

- Work with the Group to determine the specific section of the street right-of-way to be adopted.
- Provide safety vests, trash bags, and safety training.
- Arrange for removal of litter from the adopted section only under unusual circumstances, i.e., item is too large or heavy or hazardous items are found.
- Erect identification signs for each adopted section <u>at cost of production</u> (Cost is to be paid by adopting Group).

Additional terms and conditions: The group has agreed to adopt street segment number . The deadline for each cleanup is as follows:

Apirl 30 of each year, August 31 of each year, and December 31 of each year.

If, in the sole judgment of the Commission, it is found that the adopting group is not meeting the terms and conditions of this agreement, upon 30 days notice, the Commission may terminate the adoption agreement and remove the signs. This agreement may be modified in scope or altered in any other manner at the sole discretion of the *Keep Mansfield Beautiful Commission*. The Commission reserves the right to modify or cancel the Program at any time and for any reason.

The Commission and the Group both recognize and agree that in no event, shall the Commission have the right to control the Group in performing the actual details of picking up

litter from the section of street adopted by the Group, and, in picking up litter, the Group shall act as an independent contractor. The Commission recognizes the Group as the adopting organization for and the Group accepts the responsibility of picking up litter on this section of street and promoting a litter-free environment in the community for a period of two years beginning and ending Name of Group: (As apprears on signs) Contact Person:_____ Phone: _____ Email: ____ Mailing Address: Authorized Signature for Group Chairperson, Keep Mansfield Beautiful Office Use Only Application/ Application Approved Agreement Mailed Agreement Signed _____ Signs Ordered Signs Paid Signs Erected

